

3-0114

Contract no. 223

20-00

AGREEMENT
BETWEEN
THE CITY OF LINDEN *(union)*
AND

LINDEN POLICEMEN'S BENEVOLENT ASSOCIATION, #42

JANUARY 1, 1990 THROUGH DECEMBER 31, 1992

S. M. BOSCO ASSOCIATES
LABOR RELATIONS SPECIALIST
RIVERVIEW ACRES
19 RIVERVIEW DRIVE
TINTON FALLS, NEW JERSEY 07724

For the P.B.A.

S. M. BOSCO ASSOCIATES

19 Riverview Drive
Tinton Falls, N. J. 07724

(201) 530-5857

Certified to be a true and exact copy.

Val D. Inbriaco
City Clerk, Tinton Falls, N. J.

Date: 8/24/90

AGREEMENT

Between

CITY OF LINDEN, NEW JERSEY AND LINDEN P.B.A. LOCAL 42

ARTICLE I. PARTIES TO AGREEMENT

This is an agreement made effective the first day of January, 1990, between the City of Linden, (hereinafter referred to as "City," a Municipal Corporation, situated in the County of Union, and State of New Jersey, and the New Jersey State Policemen's Benevolent Association, Local 42 (hereinafter referred to as "P.B.A."), situated in the City of Linden, County of Union and State of New Jersey, representing the full time sworn employees of the Police Department of the City.

ARTICLE II, AREA OF NEGOTIATION

The City and the P.B.A. recognize that cooperation between the City and the members of the Police Department is necessary to accomplish the purposes for which the Police Department has been established and that such cooperation rests squarely on mutual understanding arrived at through collective negotiation. Therefore, the City hereby agrees that the P.B.A. has the right to negotiate rates of pay, hours of work, fringe benefits, other working conditions and procedures for the settlement and resolution of disputes and grievances.

ARTICLE III. RESPONSIBILITY OF PARTIES TO THIS AGREEMENT

Section I - Unit To Be Recognized

The City hereby recognizes the P.B.A. as the exclusive majority representative within the meaning of N.J.S.A. 34:13A-1.1, et seq., as amended, of all permanent police officers employed by the City excluding all superior officers. Should a dispute arise as to the employees who constitute an appropriate unit, the Public Employment Relations Commission or its designee shall investigate on its merits.

Section II - Responsibilities of Parties

The City and the P.B.A. on behalf of its members accept responsibility to follow the procedures set forth in this Agreement for the settlement of issues and disputes. The P.B.A. will not permit its members, and it does hereby agree for its members, not to engage in any strike or participate in any stoppage or cessation of work in any form, nor sanction any members leaving, pending settlement of issues and disputes. The city and the P.B.A. will not, during the term of this Agreement, change any provision set forth herein; nor will the City in any manner cause, order, approve, participate in, or condone any lockout.

ARTICLE IV. HOURS OF WORK AND OVERTIME

Section I - Hours of Work

A. The hours of employment for all members of the bargaining unit who are or may be assigned to the Patrol Division and the Police Officers of the Traffic Bureau shall be as follows:

1. Four (4) consecutive days on duty followed by four (4) consecutive days off duty provided that no police officer will be scheduled to work more than ten and three quarters (10-3/4) hours in any one day, nor an average of more than thirty seven and one half (37-1/2) hours per week in any eight (8) consecutive week calendar period.

The foregoing hours of employment shall be changed back to the four (4) days on, two (2) days off, eight (8) hours per day work schedule, only if in the best interests of the City, as determined by the City, and after thirty (30) days prior written notice to the P.B.A.

2. Each Police Officer working in the Patrol Division and the Police Officers (excluding superior officers) of the Traffic Bureau shall be assigned, on the basis of rank seniority, preference to one (1) of five (5) daily shifts of ten and three quarter (10-3/4) hours each.
3. Probationary Police Officers will not be assigned

permanently until after a minimum of six (6) months service in the department.

4. In the event of an emergency as defined in Article IX, Section I, paragraph 4 hereof, and provided volunteer police officers acceptable to the Chief of Police are not available, officers may be assigned without regard to seniority to a particular shift for a period of time not to exceed eight (8) calendar weeks.
5. Upon completing a temporary assignment, each officer will be returned to his original shift schedule.

B. The hours of employment for all bargaining unit members other than those assigned to the Patrol Division and the Police Officers of the Traffic Bureau during the year shall be as follows:

1. Four (4) consecutive days on duty followed by three (3) consecutive days off duty; provided that no police officer will be scheduled to work more than nine (9) hours twenty three (23) minutes in any one day.
2. The foregoing hours of employment shall be changed back to the four (4) days on, two (2) days off, eight (8) hours per day work schedule, only if in the best interests of the City, as determined by the City, and after thirty (30) days prior written notice to the

P.B.A.

Additionally, each officer so assigned will receive eighteen (18) days off with pay annually; said days must be scheduled in advance, subject to the Chief's approval.

C. Except in emergency, as defined in Article IX, Section I, paragraph 4, hereof, no change or modification of an employee's regular scheduled tour of duty shall occur without seven (7) calendar days advance written notice to officer of such change by the Chief or his designee. In keeping with the past practice, the Detective and Investigative Bureaus may, without direct order and solely voluntarily, waive said notice of schedule change. This shall be done on an individual and case by case basis and only when dealing with a major crime or a specific narcotics operation.

D. In an emergency, as defined in Article IX, Section I, paragraph 4, hereof, the Chief or his designee shall be allowed to summon and keep on duty as many officers as either shall deem necessary to cope with said emergency.

Section II - Overtime

1. Overtime at the rate of one and one-half (1-1/2) times an officer's hourly rate of pay shall be paid to any officer who is required to work in excess of a

regularly scheduled daily tour of duty.

2. Overtime at the rate of one and one-half (1-1/2) times an officer's hourly rate of pay shall be paid to any officer who is required to appear in court, (Municipal, County, or Grand Jury), at the Court's request, and such appearance is in relation to his duty as an officer and outside of his scheduled hours of work. There shall be no overtime for civil court cases.

3. When an officer is held over to work beyond his regular scheduled daily tour of duty, each hour of overtime shall be paid as follows:

For the first hour only, the first ten (10) minutes worked shall be without additional compensation. For all time worked beyond ten (10) minutes but not more than thirty (30) minutes, one-half hour (1/2) of overtime compensation shall be paid. For all time worked beyond thirty (30) minutes but not more than sixty (60) minutes, an additional one-half (1/2) hour of overtime compensation shall be paid.

For all time worked beyond the first hour as specified above, an officer shall be compensated with an additional one-half (1/2) hour overtime compensation for each fraction of one-half (1/2) hour worked beyond that first hour.

4. In the event that an officer is required to work on any of his scheduled holidays or called off vacation, he shall be entitled to overtime at a rate of one and one-half (1-1/2) times his hourly rate of pay plus his regular day's pay. If an officer is required to work on said days for less than two (2) hours, he shall be paid minimum of (2) hours at his overtime rate in addition to his day's pay.

Section III - Call-In Pay

1. Any officer having completed any tour of duty and is dismissed at the end thereof and who is recalled back to duty, shall receive a minimum of two (2) hours work or pay at his prevailing overtime rate, even though working less than 2 hours. (For annual inspection officers will not receive overtime pay.)
2. The call in pay referred to in Section 3.1 hereof shall not apply in those instances where the employee is recalled to duty for the purpose of correcting errors in any report which the employee submitted during that tour of duty.
3. In cases of discipline, any officer called into work during their time off for purposes of being read or served disciplinary charges or for interrogation or investigation into a matter which deals with or could deal with disciplinary action, shall be paid Call-In

pay and overtime compensation in accordance with this Article. However, while every effort will be made to conduct the disciplinary hearing during an officer's on duty hours, the overtime and Call-in pay benefits of this Article will not apply to an officer whose disciplinary hearing is conducted during an officer's off-duty hours.

Section IV - Rules Governing Overtime

1. Except in emergency situations, as defined in Section 3.1 hereof, overtime shall be rotated among those officers in their respective divisions who choose to be listed on the overtime roster. The only other exception may occur when the demands of the particular assignment are such as to require an employee that possesses specific training or expertise in that area. Officers on limited duty for medical reasons shall be excluded from the overtime list. Any officer refusing an assignment of overtime shall be charged as having worked and placed on the overtime roster accordingly.
2. Any officer working overtime shall record said amount of overtime and date of such overtime on a form specifically provided for the department head.
3. For the purpose of calculating an officer's overtime hourly rate of pay only, his highest annual base salary

shall be divided by 1952 hours (52 weeks times 37.5 hours). For the purpose of calculating an officer's daily vacation and sick leave rates of pay, his highest annual base salary shall be divided by two hundred sixty (260) days.

For the purpose of the within paragraph, "highest annual base salary" shall be defined as follows: An officer's highest annual base salary shall be his annual base salary entitlement plus any eligible earned longevity pay, educational credit compensation and detective investigative status pay.

4. The City shall pay overtime in the second pay period following the date on which the overtime hours were worked.
5. For those officers who are called to duty on their time off for full dress inspection, two (2) hours compensatory time will be granted. Those officers held over for such full dress inspection shall receive equal time off for time held over.

Section V - Compensation For In-Service Training While Off-Duty

1. Off duty police officers attending in-service training conducted within the Linden Police Department shall receive compensatory time at the rate of one and one-half (1-1/2) times the officer's hourly rate of pay for

each hour of training. Such training shall include: C.P.R., First Aid, Fire Arms, etc.

2. Off duty police officers attending in-service training at facilities other than the Linden Police Department and on any given day, which shall last for any time less than five (5) hours, shall receive compensatory time off equivalent to five and one-half (5 1/2) or four and three-quarter (4 3/4) hours, depending on the officer's regular work schedule. For said training which lasts in time for more than five (5) hours, the officer shall receive compensatory time off equivalent to ten and three-quarters (10 3/4) or nine and one-half (9 1/2) hours, depending on the officer's regular work schedule. This formula shall be utilized for each and every day during which an officer is attending such training.
3. For in-service purposes only, except as stated above, time accumulated by police officers as compensation for time spent in training may be used within a reasonable period of time. It may be carried from one year to the next, provided it does not exceed a maximum of thirty-two and three-quarters (32 3/4) hours for officers assigned to a four (4) and four (4) work schedule, and twenty-eight (28) hours for officers assigned to a four (4) and three (3) work schedule. Concerning compensa-

tory time carried over into the following year, the officer must show a good faith effort in attempting to take the accumulated time by the end of the first three (3) months of that following year. If the officer fails to do so, the accumulated time which was carried over from the previous year may be forfeit. If, however, the officer was not afforded the opportunity to take the time, then it shall continue to be carried.

4. In the event of termination of employment for any reason, payment for unused compensatory time remaining on the books shall be paid to the respective officer at the officer's hourly rate at the time of termination.
5. No officer, regardless of tour of duty, shall be required to change a tire on his/her police vehicle.

ARTICLE V. VACATIONS AND HOLIDAYS

Section I - Vacations

1. Earned vacations are to be granted to all officers except those assigned to the Patrol Division in accordance with the following schedule, based on the established annual salary pay rates.

Years of Service	Amount of Vacation Time In Working Days
1st Year	1 day per month worked
1st through 5th year	12 working days per year
6th through 10th year	13 working days per year
11th through 15th year	17 working days per year
16th through 20th year	20 working days per year
21st through 25th year	23 working days per year
26th year and over	27 working days per year

2. Earned vacations are granted all officers assigned to the Patrol Division in accordance with the following schedule, based on their established annual salary pay rates:

Years of Service	Amount of Vacation Time In Working Days
1st Year	1 day per month worked
1st through 5th year	9 working days per year
6th through 10th year	10 working days per year
11th through 15th year	14 working days per year
16th through 20th year	17 working days per year
21st through 25th year	20 working days per year
26th year and over	24 working days per year

3. Scheduling vacations - all vacations shall be taken during the current year and vacation time shall not be accumulated, excepting for emergency. Seniority in rank shall govern.

4. The vacation period fiscal year shall be from the first (1st) of January to the thirty-first (31st) day of December each year.
5. Earned vacations for less than one (1) year of service shall be granted during the first (1st) full fiscal year of employment.
6. During the second (2nd) full fiscal year of employment and every year of employment thereafter, earned vacation shall be granted in accordance with the aforementioned schedule.
7. After the first (1st) full year of employment, the amount of vacation shall be determined by the anniversary date of employment. Such vacation shall be granted during the fiscal year of said anniversary date.
8. If any officer leaves the Department by choice or is terminated for reasons other than retirement or layoff, earned vacation reimbursement will be determined by the officer's anniversary date of employment.
9. All vacations shall be granted at annual salary rates.
10. Officers shall be entitled to receive their vacation pay prior to taking their vacation time provided they

submit a written request for same to the Chief of Police at least two (2) weeks prior to the start of each vacation period.

Section II - Holidays

1.A. Each officer shall be granted nine (9) working days off annually with pay in lieu of time off on official holidays. Each officer, at his option, may work and receive straight time pay for seven (7) of said nine (9) days off with pay provided the Chief's office is notified no later than April 1 of the calendar year of an officer's option to work four (4) of the seven (7) days and no later than October 1 of the calendar year to work the remaining three (3) days. However, any officer wishing to receive straight time pay for all seven (7) of said nine (9) days off, may do so only by notifying the Chief's office no later than April 1 of the calendar year.

1.B. An officer can take two (2) annual holidays in segments of one (1) hour or more upon approval of shift supervisor.

A police officer can carry over one (1) holiday to January 31st of the following year and it must be used by that date. When used, the day off must be requested a minimum of five (5) days in advance and subject to

the Chief's final approval. Approval shall not be unreasonably withheld. Such holiday shall be paid at the rate at which it was accumulated.

2. All new employees will receive three (3) working days off with pay in lieu of all official holidays for every four (4) months or proportionate time for less than a four (4) month period to be worked in any calendar year.
3. Six (6) additional holidays shall be paid at straight time in lieu of time off, one each to be paid prior to April 1, July 1, and October 1, and three (3) prior to December 31 of each calendar year.
4. Only officers assigned to the Patrol Division and Traffic Bureau will be paid on the basis of a ten and three quarter (10-3/4) hour day for each holiday paid in lieu of time off. All other officers will be paid on the basis of a nine and one-half (9-1/2) hour day for said holidays paid in lieu of time off.
5. Qualifications for payment of each holiday in lieu of days off will be active employment for a minimum of six (6) weeks in each eight (8) calendar week period of the first forty-eight (48) calendar weeks of the year.

Section III - Personal Days Off

1. Officers assigned to the Patrol Division only, will receive two (2) personal days off annually with pay. Each personal day off must be requested a minimum of five (5) days in advance and will be granted subject to the Chief's final approval, which shall not be unreasonably withheld.
2. Personal days must be used during each calendar year.
3. Upon retirement, death, or layoff, personal days will be reimbursed, one each, for active employment in the Patrol Division for a minimum of thirty (30) calendar days in each period between January 1 and June 30 and between July 1 and December 31 of the calendar year.

Section IV - Police Officer Day

Each officer in the bargaining unit shall, effective 1/1/91 and thereafter, receive one (1) police officer day off per year. Said day shall be administered in accordance with the provisions of Section III, herein above.

ARTICLE VI, SICK LEAVE, LEAVE OF ABSENCE AND OTHER LEAVE

Section I - Sick Leave

1. As used in this subsection, sick leave shall mean paid leave that will be granted to an employee who, through sickness or injury, becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position, or who is quarantined by a physician because he has been exposed to a contagious disease.
2. A certificate from the employee's doctor or department physician shall be required as sufficient proof of the need for sick leave after two (2) consecutive working days. During sick leave periods of thirty (30) consecutive days or more, an additional doctor's certificate shall be furnished within three (3) days after the initial thirty (30) days period and every thirty (30) days thereafter. Such certificates shall state the nature and prognosis of the illness or injury.
3. In the first (1st) years of employment, an employee shall be entitled to one (1) working day sick leave for each month of employment. Sick leave shall accumulate on the basis of one and one-quarter (1-1/4) days per month or fifteen (15) days per year. Sick leave may be accumulated from year to year. No employee shall be deprived of sick leave benefits accrued him for unused sick leave.

4. Accumulated sick leave may be used by an employee for illness, quarantine, restriction, pregnancy or disabling injury affecting a member of his immediate family, in accordance with Department of Personnel Rules and Regulations, N.J.A.C. 4A:6-1.3 (a) through (h). For the purpose of this paragraph immediate family means spouse, child, parent or unmarried brother or sister.
5. In any case where an employee has exhausted all sick, vacation, personal, compensatory time and all other accrued or accumulated leave, City Council may, upon receiving a request for extended sick leave from a duly authorized physician submitted through the office of the Chief, under N.J.S.A. 40:11-9, now 40A:14-16, grant additional sick leave of up to one (1) calendar year. The Chief of Police shall forward the physician's request for extended sick leave to the City Council within thirty (30) days after receipt thereof. Such determination shall be based on a medical report. Request for additional sick leave under N.J.S.A. 40:11-19, now 40A:14-16, shall be made at ninety (90) day intervals during the first (1st) calendar year leave when applicable. In considering requests for extended sick leave under this sub-section, the City agrees that it shall not act in arbitrary , capricious or

unreasonable manner.

6. An employee shall not have charged against his accumulated sick leave any time that he may be quarantined due to on the job exposure to any disease.
7. Each officer shall be entitled to receive temporary disability benefits coverage as prescribed in the New Jersey State Division of Unemployment and Disability Insurance Program. Said disability payments shall be made to the officer only after all accrued sick and other leave have been exhausted. Under said program, it is mandatory for all officers to participate in the payment of premiums in accordance with the regulations adopted by the New Jersey State Division of Unemployment and Disability.
- 8.A. Sick leave buy back: A police officer with ninety (90) days of accumulated sick leave or more has the option to exchange sick leave for cash during each calendar year. The officer shall be paid eight (8) hours at his/her respective hourly rate of pay for each day exchanged. The following amounts and methods shall apply for all officers meeting the criteria set forth herein:

For 1990: Each officer meeting the criteria shall have the option of exchanging up to three (3) days,

regardless of number of sick days taken in 1990. Further, any officer who has not used any sick days for 1990 may exchange an up to an additional two (2) days for a total maximum of five (5) days. Any officer using no more than one (1) sick day may exchange an additional one (1) day for a total maximum of four (4) days.

For 1991:

Each officer meeting the above criteria may exchange up to four (4) days, regardless of the number of sick days taken in 1991. Further, any officer who has not used any sick days for 1991 shall have the option of exchanging an additional one (1) day for a total maximum of five (5) days.

For 1992 and thereafter:

Each officer meeting the above criteria shall have the option of exchanging up to five (5) days, regardless of the number of sick days used in that respective year.

8.B. Sick days shall be exchanged at the annual base pay rate in the year that the sick days were accumulated.

8.C. An officer exercising this option shall inform the office of the Treasurer no later than October 15th of each calendar year.

Section II - Leave Of Absence As Result Of Injury In Line Of Duty

1. When an employee is injured in the line of duty, the

City Council shall, pursuant to N.J.S.A. 40A:14-16, pass a resolution giving the employee up to one year's leave of absence with pay, upon sufficient medical evidence or proof of the liability of the employee to work. Said leave shall be granted in units of thirty (30) days at one time. When such action is taken, the employee shall not be charged any sick leave for time lost due to such injury.

2. Prior to the passage of the resolution referred to in Paragraph 1, a contract shall be executed between the employee and the city, setting forth that the employee shall reimburse the City for monies he may receive for Worker's Compensation, for temporary benefits. Reimbursement to the City of Linden is limited to monies paid by the City to the employee in salary in the course of the employment.

Section III - Sick Leave Donor System

1. Each officer may, at his option, participate in a "sick leave donor system" which shall enable participating employees who have exhausted all accrued sick and other leave to continue receiving sick and other leave to continue receiving sick leave donated by fellow officers. The following conditions shall apply to the sick leave donor system:
 - a. All donations of sick leave will be on a voluntary

basis;

- b. A committee consisting of five (5) individuals will be set up to administer the donation of sick leave. Said committee must include the Chief of Police, a person designated by the Chief and three (3) individuals designated by the president of the P.B.A.;
- c. A list of all officers of the Linden Police Department who wish to donate any sick days shall be maintained by the City;
- d. The list used for the donation of sick time will be by seniority, starting by rank seniority for all superiors then seniority by length of service for all patrol officers, etc;
- e. No more than a total of five (5) sick days may be donated by any one (1) officer to any other officer(s) during a calendar year;
- f. The only time a donation of sick time may be asked for by an officer is when he has exhausted all his accumulated sick leave, vacation, holidays, personal days, compensatory time off and all other time off entitlement;
- g. The Chief's office will at the end of each January prepare a report of the sick time used by all officers to the committee that administers the donation of sick time so that any officer wishing to donate same will know if the officer requesting such a donation has been abusing his own sick time;
- h. The donation or refusal to donate sick time will be kept confidential from all others except that of the committee that administers same;
- i. A list of the officers and the days that they donate will be submitted to and filed in the Chief's office.

Section IV - Leave Because Of Death In Immediate Family

- 1. Leave with pay shall be granted to an employee in the event of death in his immediate family. The leave shall terminate the day following the funeral.
Leave with pay shall be for consecutive work days only. However, if an officer is taking or has

scheduled to take vacation leave and a death in the officer's family occurs, either as outlined herein or in subsection 2, hereinafter, that vacation time shall be converted to bereavement leave and the officer shall be credited with that same amount of vacation time for use at a later date. The term immediate family, for the purpose of this sub-section, shall include:

a. The employee's spouse, child, parent, stepchild, brother, sister, mother-in-law, father-in-law, or other blood relative living in the employee's household.

2. One (1) day off with pay shall be granted to an employee for the funeral of his brother-in-law, sister-in-law, aunt, uncles, nieces, nephews and grandparents of both spouses, provided said employee attends the funeral.

Section V - Military Leave

1. Any employee who is a member of the National Guard, Naval Militia, Air National Guard, or reserve component of any of the Armed Forces of the United States and is required to engage in field training, as is authorized by law, shall receive paid leave of absence in addition to his vacation.
2. When an employee who is not on probation, has been called to active duty or inducted into the Military or Naval Forces of the United States, he shall

automatically be granted an indefinite leave of absence without pay for the duration of such active military service, and the City shall make pension payments required during said leave. Each employee shall be reinstated without loss of privileges or seniority provided he reports to duty with the City within sixty (60) days following his honorable discharge or separation from the Military Service, and provided he has notified the City of his intent to report for duty within thirty (30) days prior to his discharge from Military Service.

Section VI - Outside Employment

Employees may accept outside employment or engage in any outside business activities providing that such employment will not interfere with the employee's performance of his duties, which shall be judged by his immediate supervisor and/or the Chief of Police.

Section VII - Leave Of Absence

The Mayor or Chief, on request of an officer, upon seven (7) days notice, may grant up to one (1) year's leave of absence without pay to said officer, when confirmed by City Council. Said leave may only be granted upon receipt of a written request signed by the officer. If an officer overstays such leave without valid reason, his employment with the city shall be deemed to be terminated. During a requested leave of absence an employee's seniority shall cease to accrue and all other benefits,

considerations and entitlements of any kind shall be suspended. The City shall notify the employee within thirty (30) days which benefits shall cease and when such benefits shall cease. Nothing contained in this paragraph shall supersede any Civil Service rulings now on the books.

Section VIII - Salary Payment On Death, Retirement, or Lay-off

1. In the event of the death, retirement, or layoff of an officer, payment of salary shall be made up to and including the date of death, retirement or layoff, together with any vacation, holidays, and accumulated sick leave to which the employee may be entitled for services heretofore rendered to the City of Linden. However, payment for accumulated sick leave shall be limited to one (1) day's base pay at the rate which is in effect on the date of death, retirement or termination, for each three days of accumulated sick leave for the first two hundred and one (201) days of earned sick leave and similarly one (1) day's base pay for each two (2) days off accumulated sick leave over and above two hundred and one (201) days, to a maximum total reimbursement of fourteen thousand (\$14,000) dollars in 1990; fifteen thousand (\$15,000) dollars in 1991; and sixteen thousand (\$16,000) dollars in 1992. In the event of death, an officer's beneficiary or estate will receive payment for all accumulated time earned by the officer up to the date of death.

2. Any officer who chooses to terminate his employment with the Department or who is terminated for reasons other than death, retirement or layoff, will not be entitled to reimbursement for unused sick leave.
3. Upon retirement, an officer may, at his option, defer payment of unused sick leave and vacation time for a period of one (1) year from the official date of said retirement, provided such deferral is permitted by law.

Section IX - Association Business Leave

1. Members of the P.B.A. Good Welfare Committee are designated as the P.B.A. Negotiating Committee. These members, seven (7) in number, shall be granted leave from duty with full pay for all meetings between the City and the P.B.A. for the purpose of negotiating the terms of an agreement, when such meetings take place at a time during which such members are scheduled to be on duty.
2. As in the past, the P.B.A. president shall be granted time off without loss of regular pay or time due to attend regularly scheduled State and Local P.B.A. meetings when such meetings are conducted at a time when the President is scheduled to work. Additionally, the P.B.A. President shall, without loss of pay, be granted time off during working hours to attend any scheduled hearing or a grievance to the within

Agreement or any emergent personnel or departmental problem where his attendance has been requested by either the Police Chief or a police officer. The aforementioned time off for scheduled meetings or hearings shall only be granted upon written notice to the Chief.

3. The P.B.A. Grievance Committee, seven (7) in number, shall be granted leave with full pay for all meetings between the City and the P.B.A. for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.
4. the State Delegate of the P.B.A. shall be granted leave from duty with full pay for all meetings and all membership meetings of the local P.B.A. when such meetings take place at a time when such officer is scheduled to be on duty.
5. The President, State delegate and two (2) alternate delegates elected to represent the P.B.A. at their annual convention shall be granted leave from duty with full pay to attend said convention.
6. In addition to the sections herein above, the P.B.A. President or Executive Officer Designate shall be

granted leave from duty with full pay in order to perform the duties of his/her respective office, after proper notification to the Shift Commander. This leave time shall not exceed four (4) hours monthly.

ARTICLE VII. OTHER BENEFITS

Section 1 - Clothing Allowance

1. Each new member of the Department shall, on the date of his hire, be outfitted with a complete winter and summer uniform. Such uniform shall consist of three shirts and two trousers for each season (winter and summer), a Tuffy coat, one winter coat, one hat and two ties, not less than \$850.00 total cost during the initial twenty-four (24) months of employment. In the event an employee resigns or is terminated from the Department within eighteen (18) months of hire, the entire uniform issue shall be returned or paid to the City. Each new member of the Department shall also be issued, upon date of hire, all necessary standard police equipment inclusive of a service revolver, badge, night stick and handcuffs.
2. All officers are responsible for turning all Departmental clothing and equipment upon separation from the Linden Police Department. If this equipment is not turned in, the City shall deduct the value of same from the employee's last paycheck.
3. Each uniformed officer with two (2) or more years of consecutive service with the City shall receive from the City an annual clothing allowance for replacement of clothing and equipment. Said allowance shall be

payable in a lump sum in cash at a time of the year which is consistent with past practice. This amount is intended to be utilized for the purchase and replacement of clothing and equipment not furnished by the City. The amount shall be as follows:

1990	\$525.00
1991	\$550.00
1992	\$575.00

4. Plain clothes and detective ranks shall receive the following amounts in lieu of clothing issue. This amount shall be paid in June of each year.

1990	\$550.00
1991	\$575.00
1992	\$600.00

5. Each officer shall receive from the City an annual non-taxable cash clothing maintenance allowance as follows for maintaining and cleaning of his/her uniforms. All officers shall receive said payments in the first pay period of December in each calendar year.

1990	\$450.00
1991	\$475.00
1992	\$500.00

6. If, in the performance of his duty, an officer's uniform or equipment is damaged, or if not due to negligence on the part of the officer, personal effects (i.e. eyeglasses, watches, etc.) are damaged or broken, the City shall replace same upon the discretion of the Chief. Approval shall not be unreasonably withheld.

7. In the event an officer terminates his employment in the Department in any manner whatsoever, said officer or his estate shall receive a pro rata reimbursement for clothing allowance maintenance, whenever possible.
8. A Uniform Committee shall be established for the purpose of reviewing the uniform of the day and determining changes, if any, which shall be made to same. The Committee shall consist of no more than three (3) members representing Police Administration and/or the City and three (3) chosen by the rank and file P.B.A. Said Committee shall be in agreement prior to any changes in the uniform being made.
9. Should the Uniform Committee decide upon a uniform change, the P.B.A. and all bargaining unit members shall be notified of the change(s) by December prior to the year during which the change shall take place. Further, the effective date of said change shall take place not sooner than sixty (60) days following the receipt of the annual Clothing Allowance.

Section II - Insurance Benefits

1. All bargaining unit employees covered by this agreement and their eligible dependents shall be entitled to full coverage of Blue Cross - Blue Shield Hospitalization Plan, including Rider "J", and Major Medical, under the

State Plan, the premiums of which paid for by the City. Additionally, upon retirement, all employees and their eligible dependents shall be entitled to all health benefits as provided through Chapter 88 Public Laws of the State of New Jersey -- 1974, as it exists and may be amended.

2. The City shall provide all officers and their eligible dependants with dental care, vision care and prescription drug benefit plans. The entire cost of premiums to these benefit plans will be paid by the City.
3. The City shall provide each employee with an individual life insurance policy payable upon death in a face amount of not less than \$15,000.00 and shall further pay the premiums upon said policy and shall not cause the said policies to be encumbered in any way whatsoever.
4. An immunization program is to be provided under the administration of the Chief of Police.
5. Whenever any civil action has been or shall be brought against any employee covered by this Agreement for any act or omission arising out of or in the course of or within the scope of the performance of his duties, the

City shall defend such employee and shall defray all costs of defending such action, including the payment of reasonable counsel fees and expenses, judgements, and costs of appeal, if any. Should any criminal or disciplinary action be instituted against employees entitled to defense in civil actions according to the foregoing sentence for any such act or omission arising out of his employment as a police officer, the City shall reimburse him for the cost of defending such proceedings, except that punitive damages assessed against such employees shall be specifically excluded. Such reimbursement shall include reasonable counsel fees and costs together with the cost of appeals, if any. The City Attorney shall provide legal services for such employee or the governing body shall engage special counsel at reasonable fees to handle the defense of such employee. If the employee does not accept the services offered by the City of Linden, he shall be responsible for his own fees and expenses. Funds shall be allocated in the annual budget for any prospective legal fees for such action.

Section III - College Incentive Plan

A police officer attending school to attain an Associate Degree in Police Science shall in addition to his regular annual salary receive eleven dollars (\$11.00) per credit earned, up to a maximum of one hundred thirty two (132) credits and upon

satisfactory completion of each course with a minimum passing grade of "C" or its equivalent, each officer shall be reimbursed for all book and tuition costs. This additional compensation shall be effective January 1 and July 1 of the current year, whichever date is closest to having earned such credit.

ARTICLE VIII, COMPENSATION

Section I - Salary

1. The City will pay each officer at the end of each two week period.
2. Base salary (for the purpose of this Agreement) shall be the highest salary that an officer is duly and properly authorized to receive at the beginning of each calendar year. Salaries for officers shall be paid in accordance with the following schedule:

	1990	1991	1992
Police Officer 1st Grade	\$38,444	\$40,943	\$43,340
Police Officer 2nd Grade	37,271	39,693	42,075
Police Officer 3rd Grade	36,093	38,439	40,745
Police Officer 4th Grade	34,917	37,187	39,418
Police Officer 5th Grade*	27,377	29,157	30,906
Police Officer Probationary	19,837	21,126	22,394

(*5th Grade affects only newly hired employees as of 7/1/90 and thereafter. Employees hired prior to that date shall advance from Probationary to 4th Grade)

3. Each police officer shall receive the 1st Grade base salary upon the completion of five (5) years of service, except those hired as of 7/1/90 and thereafter, in which case it shall take six (6) years.
4. Police officers assigned to Detective Investigative and Special Investigative status shall receive, in addition to their annual base salary, an amount equivalent to seven and one-half percent (7 1/2 %) of the annual base rate pay of a Police Officer First

Grade. One-third of the addition shall be paid as of the effective date of the assignment; one third six (6) months after the effective date of the assignment; and one-third twelve (12) months after the effective date of the assignment.

6. Only police assigned to the Patrol Division are eligible for assignment as Training Officers. Further, in order to qualify for said assignment, an officer must have achieved the pay status of Patrol Officer 1st Grade or must have completed five (5) years of service with the Linden Police Department, whichever comes first. Not less than four (4) nor more than six (6) officers shall be assigned to this position. They shall receive additional compensation, annually, over their base salary as follows:

1990	\$400.00
1991	\$500.00
1992	\$600.00

Section 2 - Longevity

1. All full time sworn and classified bargaining unit employees employed prior to January 1, 1975 are eligible for a longevity pay program in the following manner.

Each classified employee who shall have completed more than (5) years but not less than ten (10) years of consecutive service shall be entitled to a longevity

payment of 2% of his salary:

More than 10 years, but less than 15 years	4%
More than 15 years, but less than 20 years	6%
More than 20 years, but less than 25 years	8%
More than 25 years	10%

- 1A. Longevity for employees entitled thereto between the period of January 1st to June 30th shall commence on the preceding January 1st. Longevity for employees entitled thereto for the period of July 1st to December 31st shall commence on the preceding July 31st. The longevity shall be calculated based on the salary as of December 31st of the preceding year.
2. In no case will the longevity pay exceed the sum of one thousand two-hundred dollars (\$1,200.00) annually.
3. Additional compensation of any nature, including overtime pay, will not be considered in computing longevity pay.
4. Salaries shall be paid in equal bi-weekly installments to employees.
5. In computing the periods of longevity payments, credit will be given for all times served with the City, which

time must be consecutive and uninterrupted. Any interruption in service due to a cause beyond the control of the employee, such as Military Service, injury in the line of duty, or illness, shall be considered as service for the purposes of determining the compensation of said longevity periods. Leaves of absence granted at the request of the employee will not be considered in determining length of service.

Section 3 - Worker's Compensation

All members will be covered by Worker's Compensation.

ARTICLE IX. MISCELLANEOUS

Section I - Definitions

1. Full time sworn employees: Full time sworn employees are all regular full time Police Officers, Investigative Detectives and Plain clothesmen employed by the City, in the Police Department, who shall be subject to twenty-four (24) hour call, which includes Sundays and Holidays.
2. Established Annual Salary: The established annual salary shall mean base salary plus longevity.
3. Increments: All increments for employees entitled thereto between the period of January 1st and June 30th shall commence on the preceding January 1st. Increments for employees entitled thereto for the period of July 1st to December 1st shall commence on the preceding July 1st.
4. Emergency: The term emergency as used herein shall mean any unusual conditions caused by fire, disaster, civil disturbance, melee or riot or vacancies caused by sickness or injury reported or having occurred less than twelve (12) hours prior to the commencement of the employee's tour of duty whereby the safety of the public is endangered or imperiled or where an entire shift is held over or an entire shift is called in

early.

5. Seniority: Seniority is defined to mean the accumulated length of continuous service with the Department, computed from the last date of hiring. An employee's length of service shall not be reduced by time lost due to Military Service, injury in the line of duty or illness. Seniority shall be lost and employment terminated if any of the following occur:

- a. Discharge
- b. Resignation
- c. Absence of five (5) consecutive working days without leave or notice.

5A. Rank Seniority: Rank seniority is defined as the accumulated length of service in a single rank classification.

5B. Division Seniority: Division Seniority is defined as the accumulated length of continuous service in a particular division of the Police Department.

5C. With the exception of the Patrol Division, Division Seniority by rank shall prevail in the selection of vacations and days off.

In the Patrol Division, Rank Seniority shall prevail in the selection of vacations, work shifts and days off.

6. Scheduled Holidays: When an officer has been granted a day off officially on the bulletin board.
7. Compensatory Time: An appropriate amount of time-off for time worked.

Section II - Other Terms And Conditions

1. For the purpose of computing an officer's daily rate of pay, divide the officer's established annual salary by 260 days.
2. Each officer shall have the right to inspect his entire personnel file on reasonable notice and at reasonable times, provided a designated superior officer is present at the time of inspection. Further, an individual officer shall have the right to submit a written rebuttal to any derogatory material to be placed within said personnel file. The rebuttal shall be attached to and be considered as a part of the initial derogatory document.
3. The City that the individual officer will be notified if material derogatory to such individual officer is placed in his personal file.
4. An officer will be permitted to volunteer his earned holidays off with pay or vacation days to another

officer of the same or lesser grade classification in the same division of the Department.

6. Whenever an employee is called before any superior officer or representative of the City for questioning or interrogation, and the employee may reasonably believe that disciplinary action may be taken against said officer as a result of said questioning or interrogation, then the employee shall be entitled to request and have present a P.B.A. representative during any and all questioning or interrogation.

ARTICLE X. MANAGEMENT RIGHTS CLAUSE

All powers, duties and responsibilities which the Mayor, Governing Body and Department Chiefs had prior to signing to the Agreement, including but not limited to the right to hire, promote and discharge, suspend or otherwise mete out discipline for good and just cause, shall continue to be retained by them, except insofar as specifically limited by the Agreement, and then only insofar as such limitations are legal.

ARTICLE XI. GRIEVANCE PROCEDURE AND ARBITRATION

1. In the event that any difference or dispute should arise between the City and the P.B.A., or its members employed by the City, concerning the application or interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences or disputes immediately and in the following manner, provided the grievance is filed in writing within ten (10) calendar days of its occurrence or employee knowledge thereof:

Step 1 - A meeting shall be held immediately between the aggrieved employee and the supervisor in charge. The supervisor shall render a written decision in the matter within five (5) working days of the meeting.

Step 2 - If no satisfactory agreement is reached at step 1, a meeting shall be held within twenty (20) working days thereof between the aggrieved employee, a P.B.A. representative and the Chief and Mayor. The Chief and Mayor shall render a written decision in the matter within ten (10) working days of the meeting.

Step 3 - In the event that such dispute, difference or grievance shall not have been satisfactorily adjusted between the parties in the manner provided above, then such dispute, difference or grievance shall be submitted to arbitration within twenty (20) working days at the request of either party to the New Jersey Public Employment Relations Commission (PERC). An arbitrator shall be selected by the parties in accordance with the rules of PERC. The decision of such arbitrator shall be binding and final upon the parties. The parties agree that the expenses of the arbitration shall be borne equally between them. Only the P.B.A. or the City shall have the right to submit a matter to arbitration.

2. At the request of a Police Officer, a representative of the P.B.A. shall be present when the reading of formal

charges against an Officer and that Officer's pleading occurs and at all subsequent stages of the formal hearing procedure.

ARTICLE XII - EMPLOYEE DISCIPLINE

Section I -

No employee shall be ^④disciplined, ^②discharged, ^①reprimanded, ^③suspended, or fined without just cause.

Section II -

Grievances filed under this Article shall be arbitrable to the extent permitted by law.

J.B. Luciani

R. Ellis *Walt Egan*

J.B. Luciani

R. Ellis

Walt Egan

~~part of the re assignments
are not to be interpreted as
disciplinary action~~

ARTICLE XIII - NO WAIVER

Failure by either party to exercise any right pursuant to this Agreement shall not be deemed nor interpreted as a waiver of such rights.

ARTICLE XIV - DURATION

This Agreement shall be effective retroactive to January 1, 1990 and shall expire on December 31, 1992. Either Party wishing to terminate, amend, or modify this Agreement after December 31, 1992 must do so by giving written notice to the other Party, no more than 120 days and no less than 60 days prior to December 31, 1992.

In the event that a notification pursuant to above has been given by either Party as required above and a new contract has not been entered into by January 1, 1993, it is agreed and understood that this Agreement shall remain in full force and effect until such new contract is ratified by both Parties.

IN WITNESS WHEREOF, The Parties have hereunto affixed their hands and seals, the date and year first written above.

CITY OF LINDEN:

For the City: _____
By: Paul Werkmeister, Mayor

Attest: _____
By: Val Imbriaco, City Clerk

LINDEN P.B.A., LOCAL NO. 42:

For the P.B.A.: Richard Cirelli
By: Richard Cirelli, President

Attest: Mark T. Evan
By: Mark T. Evan, Secretary

Attest: _____
By: Dr. Simon M. Bosco, Negotiator

M. BOSCO ASSOCIATES
LABOR RELATIONS SPECIALIST
RIVERVIEW ACRES
19 RIVERVIEW DRIVE
JACKSON FALLS, NEW JERSEY 07724

ARTICLE XIV - DURATION

This Agreement shall be effective retroactive to January 1, 1990 and shall expire on December 31, 1992. Either Party wishing to terminate, amend, or modify this Agreement after December 31, 1992 must do so by giving written notice to the other Party, no more than 120 days and no less than 60 days prior to December 31, 1992.

In the event that a notification pursuant to above has been given by either Party as required above and a new contract has not been entered into by January 1, 1993, it is agreed and understood that this Agreement shall remain in full force and effect until such new contract is ratified by both Parties.

IN WITNESS WHEREOF, The Parties have hereunto affixed their hands and seals, the date and year first written above.

CITY OF LINDEN:

For the City: _____

By: Paul Werkmeister, Mayor

Attest: _____

By: Val Imbriaco, City Clerk

LINDEN P.B.A., LOCAL NO. 42:

For the P.B.A.: _____

By: Richard Cirelli, President

Attest: _____

By: Mark T. Evan, Secretary

Attest: _____

By: Dr. Simon M. Bosco, Negotiator

S. M. BOSCO ASSOCIATES
LABOR RELATIONS SPECIALIST
SUYSVIEW ACRES
18 RIVERVIEW DRIVE
STATION FALLS, NEW JERSEY 07784